

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 5</div>	
2. AMENDMENT/MODIFICATION NO. U0002		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY CONTRACTING DIVISION US ARMY CORPS OF ENGINEERS KONRAD ADENAUER RING 39 D-65187 WIESBADEN GERMANY WIESBADEN 65187		CODE W912GB		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912GB-17-R-0009	
				X		9B. DATED (SEE ITEM 11) 28-Nov-2016	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to: 1) Answer RFI questions. 2) Provide revised bid schedule 12 Jan 2017. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

RFIS

Question 1.) Letter of Assurance

a)

As per our information we are supposed to issue this letter of assurance in the amount of EUR 3,000,000.00. In case our firm is not awarded with a certain lot out of the tender, we are just wondering in which manner we would be informed about the unsuccessful award in order to enable us to reduce our obligation under the letter of assurance accordingly? In case information shall be given by you, may you arrange for this information to be sent to us via your bankers by SWIFT so that we can rely on the message being legally binding upon US Army?

We will issue an official award letter or unsuccessful letter to the interested firms. We do not have banks.

b)

On the other hand assuming that lots have been successfully awarded to ABC-Team: How will the information about the award be passed on to us since the conditions of the letter of assurance stipulate that we issue the bank letter of guarantee for 10 pct. of the contract value within 7 days after the award?

We will issue an official award letter or unsuccessful letter to the interested firms.

c)

We fail to trace an expiry date of the letter of assurance. It is not our policy to issue unlimited bank guarantees. Would it be possible to add the wording as follows: "This bank letter of assurance will expire on, even if this document is not returned to us."?

We do not have an expiration date on the BLA because it expires upon receipt of the notice of award or unsuccessful notice. Offerors are required to furnish with their offer an assurance that they can secure a performance guaranty as required by the clause entitled "Bank Letter of Guaranty" if awarded a contract pursuant to this proposal (reference clause 52.000-4059). The BLA basically lets us know that firms have the ability to acquire a Bank Letter of Guarantee (BLG) when they are awarded a task order.

d)

Referring to the last paragraph we undertake to provide additional security exceeding the current guarantee amount of EUR 3,000,000.00. However, in order to reflect our possible risk under the guarantee in our books, we are in need of a maximum amount up to which we may be requested to increase our guarantee amount. This amount should be stated in the guarantee text.

The maximum amount of the BLA is 10% of the capacity of the contract (€30M) which is €3,000,000.

Question 2.) Bank letter of guarantee

a) see point c) under 1.)

The BLG should be valid for two years after the contract completion. During that period it may be reduced to 5%.

b)

In which manner will we be informed about the necessity to issue the subsequent warranty guarantee amounting to 5% of the original contract price? Will you claim issuance via your bankers by SWIFT message which would be the most preferable method?

The reduction to 5% must be requested by the firm after contract completion. We do not have bankers.

c)

Upon our issuance of the warranty guarantee the related performance bond (bank letter of guarantee) shall be null and void. However, the current wording does not show this effect. Please add an appropriate text which evidences that we are released from our obligations under the bank letter of guarantee once we have issued the respective warranty bond.

The BLG should be valid for two years after the contract completion. During that period it may be reduced to 5%, as firms may provide a new BLG for 5% and we will return the original BLG after receipt of that BLG

d)

Referring to the wording "provided, however, that the amount of this guarantee shall be adjusted as required under the provisions of contract clause 52.228-2. Additional Bond Security (Oct 1997)" we face the same problem as per point d) under 1.). So please state the maximum amount up to which the guarantee amount may be increased.

The maximum amount of the BLG is 10% of the capacity of the contract (€30M) which is €3,000,000.

Question 3.)

Warranty bond (referred to in the bank letter of guarantee)

a)

Please provide us with a sample of the text you may require.

The two year warranty period is covered by the BLG, if a separate bond for the warranty is desired, a sample will be provided at notice of award.

Question: Reference Combined Exhibits, Master List – DoDEA-Europe School Playgrounds and Equipment and the Audit Reports in Amendment 0001. Please explain the major differences between the number of components in the “Combined Exhibits” vs the components listed in the Audit Reports ‘Item # 4, Playground Equipment Inventory. There are considerable differences between the two workload sources across all schools.

The components indicated in the combined exhibits are either large playground equipment sets or smaller whole playground items for example spring rocker lion or a swing set. The Audit Report because of the requirement to identify deficiencies address parts of the large or small playground equipment and other items used in the play area. The Audit Report address swing seats, trash bins and picnic tables or seats. The Master list lumps the playground equipment into assemblies.

Question: Reference Combined Exhibits, Master List – DoDEA-Europe School Playgrounds and Equipment and the Audit Reports in Amendment. Please explain the major differences in the number of playgrounds, or playground sets, between the “Combined Exhibits” vs the components listed in the Audit Reports ‘Item # 3, Playground Section(s). There are variances among the # of playgrounds across many of the schools.

The components indicated in the combined exhibits are either large playground equipment sets or smaller whole playground items for example spring rocker lion or a swing set. The Audit Report because of the requirement to identify deficiencies address parts of the large or small playground equipment and other items used in the play area. The Audit Report address swing seats, trash bins and picnic tables or seats. The Master list lumps the playground equipment into assemblies.

Question: Reference the Audit Reports provided in Amendment 0001. Several audit reports from 2016 appear to be missing when compared to the Schools noted in the Combined Exhibits. Were audits performed on the schools that are missing reports in 2016? If so, please provide.

We have provided all of the audit reports that we have available.

Question: Reference Amendment 0001, Government response to Question # 4. Please confirm that the Contractor's liability for CLIN 0001AC (revised) for Preventive Maintenance and Inspection (including Amendment 0001's paragraph items a through e pages 24 to 27) is €1,000 per playground.

If the amount is over €1000, a task order must be issued.

Question: Reference Amendment 0001 Audit Reports. Please confirm that all the repairs / deficiencies noted in the incumbent's 2016 audit reports have been corrected. If not, what percentage is the current maintenance/repair backlog.

The vast majority of items that are identified in the audit report as deficiencies have been corrected either on the spot or during the following inspections depending on material needed. A request to perform repairs that represent a risk to the use of the playground are always verified and then corrected using request for cost to repair the item upon our notification of the deficiency. Given the daily use of the playground equipment and all of the other items of play in the playground area, we are required to maintain everything within the playground so that it does not present a risk outside of CPSC regulations.

Question: Reference Amendment 0001, Playground IDIQ Bid Schedule 22DEC2016 (Revised), Item 32 & 33. Please identify where the equipment items are to be shipped and if all equipment items provided in the Equipment Price List are to be shipped altogether, or to separate locations. All would impact the cost of shipment and handling. Otherwise recommend that the ELIN # 0032 exclude shipment and handling, as this would be best covered in the individual Task Orders as the Government indicates in paragraph B.11 SHIPPING.

Shipping and handling will be determined at the task order level, please see revised CLIN 0032 of Bid Schedule Revised 12 January 2017.

Question: I respectfully seek clarification regarding the attached Bank Letter of Assurance reference to a Bank Letter of Guaranty in accordance with Federal Acquisition Regulation (FAR) Clause 52.228-2, Additional Bond Security. As you will see from the below, FAR 52.228-2 is not applicable for the acquisition of commercial items which playground equipment, maintenance and service would certainly qualify.

28.106-4 Contract clause.

(a) The contracting officer shall insert the clause at 52.228-2, Additional Bond Security, in solicitations and contracts when bonds are required.

(b) In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355 (10 U.S.C. 2302 note), the contracting officer shall insert the clause at 52.228-12, Prospective Subcontractor Requests for Bonds, in solicitations and contracts with respect to which a payment bond will be furnished pursuant to 40 U.S.C chapter 31, subchapter III, Bonds (see 28.102-1), except for contracts for the acquisition of commercial items as defined in Subpart 2.1.

In light of the above, kindly reference the legal requirement for a Bank Letter of Guaranty for such a commercial items/service requirement.

This Solicitation has been determined to be a Construction contract and as such FAR clause 52.228-2 is applicable. Some components of the contract are commercial, but a majority of the expected work is construction. The BLA is required for submission with your proposal and a BLG will be required from the eventual awardee.

(End of Summary of Changes)

